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FILED FOR RECORD  
SKANMILL, WASH  
BY Planning Dept

AUG 12 4 30 PM '97

*P. Olson*  
AUDITOR  
GARY M. OLSON

RETURN ADDRESS:

Clifford McGuire  
1 Underhill Rd  
Mill Valley, CA 94941

Please Print or Type Information.

Document Title(s) or transactions contained therein:

1. Dedication of Covenants and Establishment of Road Users Association
- 2.
- 3.
- 4.

GRANTOR(S) (Last name, first, then first name and initials)

1. Clifford McGuire
- 2.
- 3.
- 4.

☐ Additional Names on page \_\_\_\_\_ of document.

GRANTEE(S) (Last name, first, then first name and initials)

1. Carson View Acres Short Plat
- 2.
- 3.
- 4.

☐ Additional Names on page \_\_\_\_\_ of document.

LEGAL DESCRIPTION (Abbreviated: 1E, Lot, Block, Plat or Section, Township, Range, Quarter/Quarter)

Section 29, T3 N, R8E W.M.

☐ Complete legal on page 308 of document.

REFERENCE NUMBER(S) Of Documents assigned or released:

Book 3 Page 308-9 of Carson View Acres Short Plat

☐ Additional numbers on page \_\_\_\_\_ of document.

ASSESSOR'S PROPERTY TAX PARCEL/ACCOUNT NUMBER

3-8-29-500

☐ Property Tax Parcel ID is not yet assigned.

☐ Additional parcel #'s on page \_\_\_\_\_ of document.

The Auditor/Recorder will rely on the information provided on the form. The Staff will not read the document to verify the accuracy or completeness of the indexing information.

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Dedication of Covenants

and

Establishment of Road Users AssociationAssociation:

It is the purpose of the dedication of these covenants and of this agreement to provide for the establishment of an association of owners of real property under the laws of the State of Washington.

The association shall conduct no business except that which is necessary or convenient to the implementation of the purpose of this agreement. The association may incorporate under the laws of the State of Washington applicable to Non-Profit Corporations upon the affirmative written ballots representing 40% or more of the voting rights.

Parties:

The parties to this agreement shall be the owners, contract purchasers and all others having any interest in the subject real property at this time and at all time hereafter.

Subject Real Property:

The real property subject to this agreement shall be all those lands and lots lying in Skamania County, State of Washington, as more fully described as: Lot 1 through Lot 26 of WIND RIVER ESTATES SUBDIVISION, situate in the SW1/4NE1/4; Lot 1 through Lot 4 of CARSON VIEW ACRES SHORT PLAT, situate in the N1/2SW1/4NE1/4; Lot 1 through Lot 4 of McGUIRE SHORT PLAT in the W1/2SW1/4NE1/4; ALL in section 29, T3N, R8E, W.M., in Skamania County, Washington.

Isolated Lots:

The owners of any cluster of lots not abutting Flint Way, but using Flint Way as their primary entry to the Wind River Highway, must construct and maintain their several private spur roads. The cost of the maintenance or snow removal of and from those private spur roads shall be borne by those owners that abut the spur roads only.

Each cluster must maintain the private spur road in that cluster in a reasonably safe and sightly condition at the equal costs of each lot in each such separate cluster. Should they fail to do so then, upon reasonable notice the association and/or the other lot owners of that spur shall be entitled to cause each portion of either such private spur road to be repaired and/or maintained and assess the costs thereof equally to each lot in the cluster so affected.

Covenants Running With the Land:

The provisions of this agreement shall constitute a covenant running with the subject lands and shall be binding upon all present owners, their heirs, successors and assigns.

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Provided, however, the same may be amended in any part or the whole thereof in the manner hereinafter provided or by operation of law.

**Purpose:**

It is the purpose of this agreement to provide for the maintenance and snow removal on the private access road as shown by the plat of FLINT WAY (the Roadway) in the subject property. The only road to be maintained under this agreement is the one that is the only legal means of ingress and egress to all parcels of land in the subject property. Any road serving lots not abutting FLINT WAY shall not be the subject of or to be maintained under this agreement, however, all lots within the subdivision whether or not they abut FLINT WAY are bound by this agreement.

**Voting Rights:**

In all matters relating to the subject matter of this agreement there shall be allowed to each lot one vote and the owner(s) of multiple lots shall be entitled to cast multiple votes accordingly. For the purpose of voting the owner(s) shall be the person(s), estate or entity in whose name the title of the lands stand of public record with the Treasurer of Skamania County. The person or persons who are the owner(s) of a lot or lots shall be entitled to cast their votes through agents of their choice if such designation is set forth in writing, signed before a Notary Public or two witnesses and filed with the secretary of the association prior to the vote on any issue.

The right to vote a share shall be hereafter referred to as a "voting right" or a "ballot" and the whole of all of the lots in the aggregate shall as "voting rights". "Owner(s)" shall refer to a person or persons who qualify to vote.

**Secretary:**

The owners of lots shall appoint a Secretary by majority vote who must reside on a permanent basis within the subject property. It shall be the duty of the Secretary to receive and keep all records of the association. The initial Secretary shall be Clifford McGuire who shall serve until his successor shall be elected.

The Secretary shall be charged with the safekeeping of the funds and other property of the Association.

**Maintenance of Roadway:**

The parties agree that the roadway shall be maintained, constructed and reconstructed in the manner to be agreed upon by the parties as hereinafter provided so as to allow free and reasonable passage of such vehicular traffic as may be reasonably convenient to the full use and enjoyment of all parties and their invited guests and service providers.

Notice of Meetings:

If at any time ten or more votes shall be cast in written petition form calling for a meeting of the owners then the secretary shall fix a meeting time which shall be not less than 30 or more than 60 days from the receipt of the notice. Such meeting shall be held at such place as the Secretary shall designate unless the owners giving such notice shall request that it be held elsewhere and in such case they shall designate a public place within 10 miles of the subject property. The Secretary shall mail a notice of the time and place of the meeting to all owners of land as revealed by the county Treasurer's records not less than 10 days before such meeting.

The Secretary may call a meeting with or without the approval of any owner(s) at any time upon 30 days notice in writing given in the manner as above stated.

The Secretary shall set forth the agenda of any meeting and in all cases the meeting shall accommodate a general discussion upon any subject. Meetings shall not adopt any resolutions relating to expenditures, assessments and amendments of this agreement unless such subjects are specifically referenced in the notice of the meeting.

Conduct of Meetings:

All meetings shall be conducted under Roberts Rules of Order as most recently amended provided however that any rule thereof may be suspended upon the call for suspension supported by 60% of the ballots so cast.

Quorum:

The appearance in person or by proxy of 50% of more of the voting rights at any meeting of the association shall constitute a quorum for the purpose of conducting any business except as specifically herein otherwise provided.

Exceptions to Majority Rule:

The expenditure of any funds for the maintenance of the road, assessments for costs thereof, and any other expense of the association shall require the affirmative vote of 60% of all ballots cast at a meeting.

Paving of the road shall require an affirmative vote of not less than 80% of all voting rights.

This agreement may be amended in any particular with the affirmative vote of 80% of all ballots cast at a meeting.

No bond shall be required of any Secretary without the affirmative vote of 60% of the ballots cast at a meeting.



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Special Assessment against any owner(s) shall be levied only upon the affirmative vote of 60% of the ballots cast at a meeting.

**Assessments:**

Assessments and/or special assessments may be made by resolution at any meeting called for such purpose which shall thereupon become a debt of each lot owner(s) due to the Association. All resolutions pertaining thereto shall be final and shall not be amended, revoked or vacated after the adjournment of the meeting at which they are adopted.

All assessments shall be equal as to each lot notwithstanding the size, value, or location thereof. Save and except that snow removal costs may only be assessed against those lots that are occupied for the majority of time during the months of December through February of a given year.

Annual assessments, and/or special assessments shall as adopted by resolution of the owners and shall be due and payable as therein provided. The assessments and/or special assessments shall become a lien on each of the lots within the subject property who are declared by the Secretary to be in default upon the recordation of the resolution with the office of the Auditor of Skamania County.

**Special Assessments:**

Special assessments against any owner(s) shall only be levied in those cases where as a direct and proximate consequence of the act or omission of such owners, or those under their control, have caused substantial damage to the road.

If the road is substantially damaged by the activities of one landowner (including his and/or her guests, employees or agents), that landowner shall be responsible for repairing the damage at his own expense.

**Default in Payment:**

In the event that owners fail to pay the annual or special assessments within 60 days of mailing notice of such assessment and amount due then the Secretary shall file a copy of the Resolution together with a notice of the default as shall be applicable to the respective lots and lot owners.

In the event that payment is not received then the Secretary may bring suit for the foreclosure of the respective assessment and in addition to any money judgment for the amounts due the court shall allow attorneys fees, expenses and costs reasonably incurred by the party most substantially prevailing in such action.

**Severability:**

In the event that any provision hereof shall be declared to be unenforceable then the remainder thereof shall remain in full force and effect.

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**Declaratory Judgment:**

In the event the parties are unable to agree as to any matter covered by this agreement, including specifically but not limited to the necessity for road repair work or road maintenance work, the dispute shall be settled by a single arbitrator who shall direct any settlement he deems equitable under the circumstances. The arbitrator shall be appointed by the Presiding Judge of the Skamania County Superior Court upon request of any party bound by this agreement. The decision of the arbitrator shall be final and binding and not subject to appeal. The decision may be enforced by any party bound by this agreement in any court of competent jurisdiction in Skamania County, Washington, and the losing party shall pay all costs in connection therewith, including reasonable attorney's fees in an amount to be set by the court.

Dated this 23 day of August, 1996.

Clifford McGuire

State of Washington )

County of Klickitat )

This is to certify that on this day below written appeared before me Clifford McGuire to me known to be the person named in the within and foregoing instrument and did acknowledge to me that he signed the same as his free and voluntary act and deed for the uses and purposes above mentioned.

Given under my hand this 23rd day of August, 1996.



Tammy Nystrom Tammy Nystrom  
Notary Public in and for the  
State of Washington, residing at  
White Salmon

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